

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WISCONSIN**

CASEY ANDERSON
4048 North Lunar Drive
Janesville, WI 53548

Plaintiff,

v.

Case No. 19-cv-917

RITEWAY BUS SERVICE, INC.
c/o registered agent Ronald R Bast
W201N13900 Fond Du Lac Ave.
Germantown, WI 53022

Defendant.

COMPLAINT

NOW COMES THE PLAINTIFF, Casey Anderson, by her attorneys, Gingras, Thomsen & Wachs by Robert J. Gingras and Scott B. Thompson, and hereby states the following as her Complaint in the above-referenced matter.

NATURE OF PROCEEDINGS

1. This is a civil rights complaint for sex discrimination and retaliation in violation of Title VII of the Civil Right Act of 1964, 42 U.S.C. § 2000e, *et seq.* (“Title VII”).
2. Sexual harassment is a form of sex discrimination under Title VII.
3. Title VII prohibits employers from retaliating against employees based on an employee’s charge of sexual harassment. 42 U.S.C. § 2000e-3(a).
4. Plaintiff, Casey Anderson (Ms. Anderson), is a former employee of Defendant Riteway Bus Service Inc. (GO Riteway).

5. Defendant GO Riteway terminated Ms. Anderson for complaining about workplace sexual harassment, giving rise to this claim.

6. Specifically, GO Riteway terminated Ms. Anderson after she informed them that a co-worker sexually harassed her, by among other things, sending her an unsolicited picture of his penis.

7. Since then, a GO Riteway executive blew the whistle on GO Riteway's conduct to Ms. Anderson.

8. Upon information and belief, the whistle blower was also terminated, while the person who sent the picture remains on staff, occasionally driving Wisconsin's children to-and-from school.

PARTIES

9. Ms. Anderson is an adult female who resides in the Western District of Wisconsin. Her place of residence is 4048 North Lunar Drive, Janesville, Wisconsin 53548.

10. Riteway Bus Service, Inc. (GO Riteway) is a Wisconsin bus company with a principal office located at 6970 S 6th Street, Oak Creek, WI 53154. On information and belief, Riteway Bus Service, Inc. is also known as, or is doing business as, Riteway Bus, LLC and/or GO Riteway, and/or GO Riteway Transportation Group. Its registered agent for service of process is Ronald R Bast, W201N13900 Fond Du Lac Ave., Germantown, WI 53022

JURISDICTION AND VENUE

11. This court has jurisdiction over this matter pursuant to 28 U.S.C. § 1331.

12. This claim may be venued in the Western District of Wisconsin pursuant to 28 U.S.C. § 1391, insofar as all the parties live and/or conduct business in the Western District of Wisconsin, and the circumstances giving rise to this claim occurred in this district.

FACTUAL ALLEGATIONS

A. SEXUAL HARASSMENT IN THE WORKPLACE

13. Across Wisconsin, parents trust GO Riteway with their children, as it shepherds them to and from school.

14. To the public, Go Riteway represents that its core values is integrity. GO Riteway says to the parents of Wisconsin's children that:

b. "We keep our promises. We do the right thing when no one is looking. We take accountability for our actions, service and work."

15. Yet, GO Riteway has condoned explicit workplace sexual harassment while fostering an environment of toxic masculinity.

16. Women have silently endured mistreatment in the workplace with little protection or recourse for most of American history. Sascha Cohen, *A Brief History of Sexual Harassment in America Before Anita Hill*, TIME (Apr. 11, 2016), <https://time.com/4286575/sexual-harassment-before-anita-hill/>.

17. The turning point came in the mid-1970s when the women's liberation movement began to challenge the justice system. *Id.*

18. The phrase "sexual harassment" was coined in 1975 by a group of women at Cornell University, and by 1977 three court cases confirmed that a woman could sue her employer for harassment under Title VII of the 1964 Civil Rights Act, using EEOC as the vehicle for redress. *Id.*

19. The issue of sexual harassment continues to pervade American culture, and more recently, the #MeToo movement has brought the prevalence of workplace sexual harassment and assault to the forefront of public consciousness. Sophie Gilbert, The Movement of #MeToo, THE ATLANTIC (Oct. 16, 2017), <https://www.theatlantic.com/entertainment/archive/2017/10/the-movement-of-metoo/542979/>.

20. The #MeToo movement is helping sexual harassment survivors find entry points for individual healing, while galvanizing those same individuals to disrupt the systems that allow for the proliferation of sexual violence. Girls for Gender Equity, *History & Vision*, ME TOO., (last visited Sept. 27, 2019), <https://metoomvmt.org/about/#history>.

21. Ms. Anderson is seeking to disrupt the cultural environment at Go Riteway; a culture that fosters and condones explicit sexual harassment.

B. MS. ANDERSON'S EMPLOYMENT HISTORY AT GO RITEWAY

22. Ms. Anderson was hired at GO Riteway on March 19, 2012 as a full-time School Bus Operations Manager at Go Riteway's Milton, Wisconsin terminal.

23. Ms. Anderson's duties as a Bus Operations Manager included meeting customer needs and requests, effectively communicating with employees who reported to her, addressing customer complaints, and maintaining the success of the Milton Terminal.

24. Ms. Anderson worked devotedly at Go Riteway and, prior to her termination, Ms. Anderson maintained a spotless employment record and was routinely the subject of praise by her superiors and colleagues for her work.

25. Ms. Anderson received regular performance-based raises, up to, and through, her final year on staff. Ms. Anderson's employee file is replete with examples of her exemplary performance and the following timeline of events back this up:

- a. February 19, 2013: Ms. Anderson receives raise, salary upped to \$38,500/year
- b. March 17, 2013: Ms. Anderson receives raise, salary upped to \$39,000/year
- c. September 13, 2013: Ms. Anderson receives raise and promotion, salary upped to \$42,500/year
- d. March 16, 2014: Ms. Anderson receives raise, salary upped to \$44,200/year
- e. July 15, 2014: Ms. Anderson receives bonus for crash reduction achievements
- f. June 15, 2014: Ms. Anderson receives a raise and promotion, salary upped to \$48,000/year
- g. March 15, 2015: Ms. Anderson receives raise, salary upped to \$45,525/year
- h. March 20, 2016: Ms. Anderson receives raise, salary upped to \$48,960/year
- i. March 2, 2017: Ms. Anderson receives a performance bonus

C. MS. ANDERSON'S SEXUAL HARASSMENT COMPLAINT

26. Then, on September 9, 2017, Ms. Anderson began to be harassed by a co-worker, a mechanic at the Milton Terminal, named Jim Fellows (Mr. Fellows). Mr. Fellows sent Ms. Anderson the following text message:



c.

27. This text message was disconcerting and unwelcome to Ms. Anderson.
28. Shortly after receiving the inappropriate text message, Ms. Anderson followed GO Riteway's harassment policy by calling Nate Hamilton (Mr. Hamilton), Vice President of Operations for GO Riteway, and describing the text message she received from Mr. Fellows.
29. GO Riteway maintains the following harassment policy:

"Any employee who believes that he or she is being unlawfully harassed should immediately contact his/her supervisor, the Human Resources Department, or any other member of management working for GO Riteway[]"
30. Upon information and belief, instead of taking corrective action, Mr. Hamilton laughed the situation off, believed the texts to be a non-issue and did not pursue the matter further.
31. Over the following months, Mr. Fellows continued to send text messages to Ms. Anderson while intoxicated.
32. Then, on May 21, 2018, Mr. Fellows sent Ms. Anderson an unsolicited photo of his penis.
33. Ms. Anderson was disgusted, offended, and shocked by the photograph.

34. On May 22, 2018, Ms. Anderson reported this inappropriate photo to Mr. Hamilton. In response, Mr. Hamilton laughed and stated, “if Jim says anything about it, let me know. If not, then ignore it.”

35. Ms. Anderson was dissatisfied with this response.

36. On May 24, 2018, Ms. Anderson called David Butcher (Mr. Butcher), Vice President of Safety, and reported the previous conversation with Mr. Hamilton. Mr. Butcher informed Ms. Anderson that the situation was mishandled.

37. In a follow-up email, Mr. Butcher encouraged Ms. Anderson to inform GO Riteway’s Vice President of Human Resources, Nate Mork (Mr. Mork), as well as Mr. Hamilton that she was still upset with the situation.

38. On May 29, 2018, Ms. Anderson contacted Mr. Hamilton again and stated she wanted to move forward with the process. Mr. Hamilton talked her through the process and reached out to Mr. Mork to inform him of the steps he was taking.

39. On May 31, 2018, Mr. Hamilton forwarded the completed investigation form to Mr. Mork.

40. Upon information and belief, Mr. Mork told Ms. Anderson that she had two options, either he would come to her location to deal with the problem, or Ms. Anderson could deal with it herself.

41. Mr. Mork implied that it would be a hassle for him to address it, and that he preferred that Ms. Anderson handle it herself.

42. Ms. Anderson wanted to keep a good work environment, so she acted.

43. On June 1, 2018, Ms. Anderson met with Mr. Fellows.

44. Ms. Anderson told Mr. Fellows that it was inappropriate to send the picture and that she was offended by his actions. Mr. Fellows responded by stammering incoherently, and eventually saying, “I’m sorry.”

D. MS. ANDERSON’S TERMINATION

45. On June 14, 2018, only thirteen days after Ms. Anderson confronted Mr. Fellows, she attended a team building meeting with GO Riteway in Milwaukee.

46. After one of the team building meetings, Ms. Anderson was asked to stick around for an additional meeting with Mr. Mork and Mr. Hamilton.

47. Ms. Anderson stood alongside Mr. Mork in the parking lot while they waited for Mr. Hamilton. Ms. Anderson inquired about the meeting’s purpose. Mr. Mork responded that the meeting was to “wrap up the Jim situation.”

48. The “Jim situation” referred to the sexual harassment Ms. Anderson complained about, including the unsolicited picture of Mr. Fellows’ penis.

49. During the meeting, Mr. Mork and Mr. Hamilton terminated Ms. Anderson. The pair concocted a pre-textual reason for her termination in the meeting, alleging her performance was deficient.

50. This pre-textual reason was ludicrous—Ms. Anderson received performance-based raises, bonuses, and promotions every year she was on staff at GO Riteway.

51. Indeed, Ms. Anderson’s 2018 performance review document, from shortly before her termination, indicates that “Casey’s heart is in the right place,” and “Casey has proven herself as a manager to get the job done.” The comments never go so far as to say that Ms. Anderson’s performance was below expectations.

52. Other comments demonstrated that GO Riteway was quite pleased with Ms. Anderson's performance:

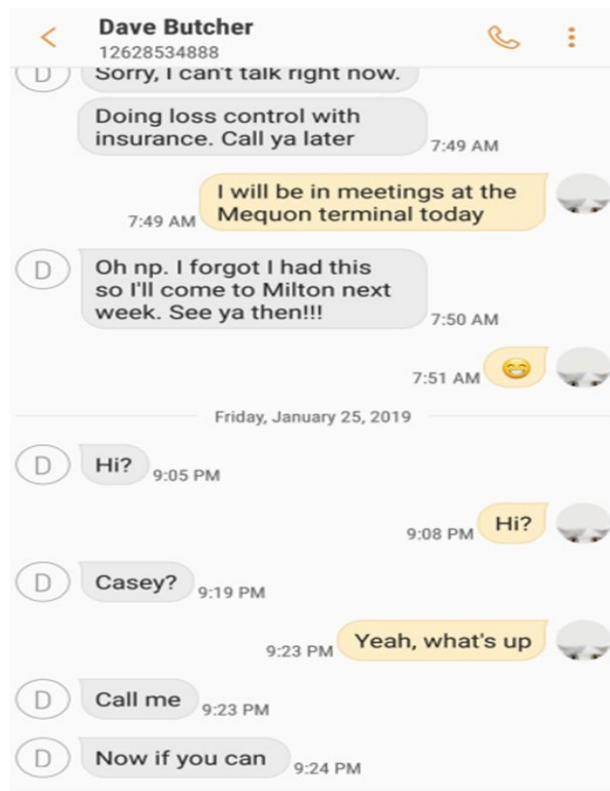
Casey exceeds expectation in going above and beyond for customers of GO Riteway. Her dedication is evident through her prompt follow through and actions to make sure everything runs smoothly.

....

Casey is great at making operational decisions to get the task at hand done. She reacts quickly and professionally to emergent situations. Ensure that all operational decisions involving students and routing follow school district policy and are consistent.

Casey is very focused on safety for her location including driver safety, student safety, and overall compliance with all regulations.

53. Upon information and belief, Dave Butcher (Mr. Butcher), the then Vice-President of safety reached out to Ms. Anderson on January 25, 2019:



54. The pair spoke on the phone, and Mr. Butcher told Ms. Anderson that what the company did to her was wrong, that they knew it was wrong, and that the company would pursue a “bullshit” explanation for why they fired her.

55. After sending the above-mentioned text message, Mr. Butcher and Ms. Anderson spoke over the phone. Mr. Butcher informed Ms. Anderson that:

- He (Mr. Butcher) knew that what GO-Riteway did was wrong, and that Ms. Anderson should press forward with her legal action against GO-Riteway. He encouraged her to fight for this cause.
- Mr. Mork directly informed Go-Riteway President Mr. Zanotti about Ms. Anderson’s sexual harassment issue, and that Mr. Zanotti knew about it when he decided to terminate her.
- Both Mr. Mork and Mr. Hamilton tried to argue with Mr. Zanotti to keep him from firing Ms. Anderson because she was good at her job. Zanotti insisted on terminating her regardless.
- Regardless of the evidence, GO-Riteway would stick to its story about her performance as the impetus behind Ms. Anderson’s termination.

56. Thus Ms. Anderson was not terminated because of her performance, but because she complained about sexual harassment. As Mr. Butcher admitted, GO Riteway knew it was wrong to terminate Ms. Anderson for her complaint, but did so regardless.

57. On the same day of this conversation, GO Riteway filed a letter with the Equal Rights Division of Wisconsin’s Department of Workforce Development, denying that Ms. Anderson was terminated for her complaint of sexual harassment.

58. If this is not enough, the penis-picture author, Jim Fellows, was not terminated and has since transported children to school and remains on staff to this day.

59. Upon information and belief, Ms. Anderson was replaced by a male employee, whom Milton School District parents now regularly complain about.

60. Based on these facts it is clear that GO Riteway exacted retribution against Ms. Anderson after she complained of explicit sexual harassment.

61. Ms. Anderson received a right to sue letter from the United States Equal Employment Opportunity Commission on August 14, 2019.

FIRST CAUSE OF ACTION: RETALIATION

62. The plaintiff realleges and incorporates the preceding paragraphs as if set forth fully herein.

63. Title VII prohibits an employer from retaliating against an employee for conduct that is protected under this act.

64. Ms. Anderson engaged in a protected activity by bringing a complaint of sexual harassment.

65. GO Riteway terminated Ms. Anderson for bringing a claim of sexual harassment.

66. The words of Mr. Mork and Mr. Butcher offer direct evidence that Ms. Anderson was terminated for her protected activity. Notably, Mr. Mork stated that the June 14, 2018 meeting was “to wrap up the Jim situation,” and Mr. Butcher told Ms. Anderson during their January 2019 phone call that the company knew what it did was wrong.

67. Alternatively, a similarly situated employee, performed worse than Ms. Anderson but was transferred to a new district, rather than being terminated.

68. This retaliation has caused Ms. Anderson emotional and economic harm.

PRAYER FOR RELIEF

WHEREFORE, the plaintiff demands the following relief:

1. Judgment against GO Riteway in amount sufficient to compensate Ms. Anderson for all economic and emotional losses.

2. Judgment for punitive damages against GO Riteway in an amount sufficient to punish it and deter it from acting similarly in the future.
3. An award of all attorney fees and costs incurred by Ms. Anderson in litigating this action.
4. Any and all other relief the Court deems just to award, including but not limited to equitable relief.

JURY DEMAND

The plaintiffs respectfully request that this matter be tried before a jury of six (6) competent persons.

Dated this 8th day of November, 2019.

GINGRAS THOMSEN & WACHS

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